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14-23

THE MOUNTAIN LAKES POLICEMEN'S  
1976 WAGE AND BENEFIT CONTRACT

THIS AGREEMENT, made and entered into this 8th day of March,  
1976 by and between:

THE BOROUGH OF MOUNTAIN LAKES, a Municipal Corporation,  
in the County of Morris and State of New Jersey,

party of the first part, hereinafter  
designated Mountain Lakes,

AND:

MOUNTAIN LAKES POLICEMEN of the Borough of Mountain  
Lakes, in the County of Morris and State of New Jersey,

party of the second part, hereinafter  
designated Representative,

WITNESSETH:

WHEREAS, pursuant to the provisions of Chapter 303 of the Laws  
of 1968 of the State of New Jersey, the Representative submitted itself  
on behalf of the Mountain Lakes Policemen of the Borough of Mountain Lakes,  
exclusive of the Chief; and

WHEREAS, Mountain Lakes recognized the said Representative for  
patrolmen, sergeants and lieutenants, and a contract was negotiated.

NOW THEREFORE, in consideration for services performed by  
members of the Mountain Lakes Policemen of the Borough of Mountain Lakes,  
and the mutual covenants hereof, it is agreed as follows:

SECTION I. Term

The term of this Agreement shall be for the period January 1,  
1976 to December 31, 1976, inclusive, only.

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## SECTION II. Applicability

The provisions of this Agreement shall apply only to full-time employees of the Mountain Lakes Police Department of Mountain Lakes, in the capacities as listed in Section III below.

## SECTION III. Salary

a. The salary ranges for the Mountain Lakes Police Department for the term of this Agreement shall be as follows:

Patrolman	Start	\$ 10,300
	At start of 6th year	14,500
Sergeant	Bottom of range	15,250
	At start of 2nd year	16,000
Lieutenant	Bottom of range	16,750
	At start of 2nd year	17,500
Detective (In lieu of overtime compensation)	Bottom of range	500
	Top of range	750

b. The salary of any member of the Department covered by this Agreement shall be located within the specified range for his job title. The step guide is omitted for the term of the 1976 Contract Agreement.

c. For the purpose of this Agreement, the following individual salaries shall be specified and made retroactive to January 1, 1976.

Patrolman Mola	\$ 11,700
Patrolman Nicholais	12,400
Patrolman Regan	13,100
Patrolman Valoroso	14,500
Patrolman McCoy	14,500
Patrolman Worts	14,500
Detective/Sergeant DiEllo	16,000
Sergeant Valentine	16,000
Sergeant Ginder	16,000
Lieutenant Felice	17,500
Detective Allotment	750

## SECTION IV. Excess Time Allowance

All members of the Mountain Lakes Police Department covered by this contract shall be entitled to an excess time allowance of twelve (12) days for holidays. Payment will be made by the Borough of Mountain Lakes

Police Department on the second pay in the month of November.

SECTION V. Sick Leave

All regular full-time employees of the Borough of Mountain Lakes covered under this Agreement shall be entitled to sick leave. Periods of sick leave over ten (10) days will be continued after review and approval by the Borough Manager. The application of this provision shall be consistent with the policy decisions in previous similar situations.

SECTION VI. Vacation Time

All regular full-time employees under this Agreement shall be entitled to vacation with pay as follows:

- a. Two weeks after one year's service by June 30.
- b. Three weeks after five years' service by June 30.
- c. Four weeks after fifteen years' service by June 30.

SECTION VII. Work Week and Overtime

a. All regular full-time employees on an hourly basis on the Mountain Lakes Police Department working forty (40) hours in one calendar week based on four-week scheduling cycle.

b. Regular policemen will be offered opportunity to work overtime before special or part-time policemen at the discretion of the Chief of Police.

c. Policemen will be compensated for all overtime over fifty-nine (59) minutes. Pay will include first hour of overtime, pay will be based on straight time hourly wage.

SECTION VIII. Court Time

a. It is agreed that whenever practical, officers will be scheduled on duty when they are expected to appear in court for a criminal or motor vehicle matter. It will be the intent of management to minimize off-duty court appearances.

b. When required to appear in court during off-duty hours, compensation for such appearances shall be as follows:

Municipal Court - \$15.00

County Court - \$25.00

SECTION IX. Grievance Procedure

a. Definitions.

1. A "Grievance" is a claim by a Policeman, Sergeant or Lieutenant, or his Representative, the Borough Manager or the Chief of Police based upon the interpretation, application or violation of this Agreement, or arising from a lack of equality in treatment of employment or promotion.

2. An "aggrieved person" is the person or persons making the claim.

3. A "party in interest" is the person or persons making the claim and any person who might be required to take action or against whom action might be taken in order to resolve the claim.

4. "Policeman" is a full-time officer, including a Sergeant or Lieutenant, in the Mountain Lakes Police Department.

5. The P R & R Committee is the Representative's Committee on Professional Rights and Responsibilities.

b. Purpose. The purpose of this procedure is to secure, at the lowest possible level, equitable solutions to the problems which may from time to time arise affecting policemen. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

c. Grievance.

1. Should any dispute or difference arise between the Borough and the Representative or its members as to the interpretation,

application or operation of any provision of this Agreement, or arising from a lack of equality in treatment of employment or promotion, both parties shall endeavor to settle same in the simplest and most direct manner. The procedure shall be as follows: (unless any step thereof is waived by mutual consent)

FIRST: Between the grievant, with the P R & R representative from the Mountain Lakes Police, and his attorney if he chooses, and the Chief of the Department within ten (10) days after the event giving rise to the grievance has occurred. The grievance shall be reduced to writing prior to said meeting. The Chief shall give his written answer within three (3) working days after the meeting.

SECOND:

a. If the grievance is not settled at the first step, the grievant or the P R & R Representative from the Mountain Lakes Police may make written request for a second step meeting within twenty (20) days after the answer at the first step, except that in disciplinary action grievances, the written request for a second step meeting shall be made within five (5) working days after the answer is received at the first step. The Chief shall set a meeting within five (5) working days after the request, or for such other time as is mutually agreeable. Said second step meeting shall be between the Borough Manager and the grievant with the Mountain Lakes Police Representative. The Borough's answer to the second step shall be delivered to the Mountain Lakes Police within five (5) working days after the meeting.

b. A disciplined officer may, at his option, proceed initially to the second step of the grievance procedure. Grievances concerning such matters shall be filed in writing with the Borough Manager within five (5) working days after the discipline or the option under this section

shall be deemed waived. The second step grievance meeting on disciplinary matters shall be held ten (10) working days after the request unless other arrangements are mutually agreed upon.

THIRD: If the aggrieved person or the P R & R Representative is not satisfied with the handling or result of the grievance on the second level, he may within fifteen (15) days notify the Borough Manager that he wishes to take the matter to arbitration.

a. Within 10 days after such written notice of submission to arbitration, the Borough Manager and the P R & R Committee shall attempt to agree upon a mutually acceptable arbitrator to serve. If the parties are unable to agree upon an arbitrator or to obtain such a commitment within the specified periods, a request for a list of arbitrators may be made to the American Arbitration Association by the aggrieved party. The parties shall then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.

b. The arbitrator so selected shall confer with the Borough Manager and the Representative of the P R & R Committee and hold hearing promptly and shall issue his decision not later than 20 days from the date of the close of the hearings or, if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his finding of fact, reasoning and conclusions on the issues submitted. The arbitrator shall be without power or authority to make any decision which requires the commission of an act prohibited by law or which is violative of the terms of this Agreement. The decision of the arbitrator shall be submitted to the Borough Manager and the Representative and shall be non-binding on the parties.

c. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and the cost of the hearing room shall be borne equally by the Borough and the Representative. Any other expenses incurred shall be paid by the party incurring same.

SECTION X. Health Benefits

Blue Cross hospitalization benefits and Blue Shield hospitalization benefits, and excess medical benefits pursuant to the existing plan, and provided by the Borough of Mountain Lakes at this time for all of its members, will be continued in effect for all members of the Mountain Lakes Police Department.

SECTION XI. Life Insurance

The cost of the agreed upon group life insurance program will be borne by the Borough of Mountain Lakes and maintained by them.

SECTION XII. Pay Period

The Borough of Mountain Lakes agrees to continue to pay the men on a bi-weekly basis as they have done in the past.

SECTION XIII. Educational Benefits

Additional pay will be available through credits for education leading to a Baccalaureate Degree in Police Science. Maximum \$700.00: \$300.00 payable at the rate of \$75.00 per semester for the first two years. \$400.00 payable at the rate of \$100.00 per semester for the second two years.

SECTION XIV. Service Allowance

a. A service allowance in accordance with the following schedule will be paid based on the salary rate in effect on July 1, 1976. Such allowance shall be paid in equal amounts at each payday throughout the year

by dividing the total allowance by the number of paydays. Employees meeting the service requirement at any time during the calendar year are eligible:

start of year 5	through end of year 7	= 1%
" " " 8	" " " 10	= 2%
" " " 11	" " " 13	= 3%
" " " 14	" " " 16	= 4%
" " " 17	" " " 19	= 5%
" " " 20	and thereafter	= 6%

SECTION XV. Severance Pay

Effective January 1, 1976, any officer having 10 years' continuous service, or more, from his date of hire as a full-time employee of the Borough and who thereafter is terminated from his job because of retirement or elimination of his job, shall be entitled to a severance pay of \$100 for each full year of service at the time of termination. Any member of the Police Department who may become permanently disabled in the line of duty such that he can no longer discharge his functions as a Police Officer, or any member of the Police Department who may become deceased, shall receive \$200 per year for each full year of service to the date of termination. In such cases, there shall be a minimum payment of \$2,000.

SECTION XVI. Future Negotiations

The negotiation for an agreement for the year 1977 shall commence on September 1, 1976. It shall further be the intent of both parties to arrive at a reasonably and mutually acceptable procedure for instituting the recognition of job performance and merit movement from minimum and maximum salary range.



IN WITNESS WHEREOF, the parties hereto have caused these presents  
to be signed and sealed the day and year above written.

BOROUGH OF MOUNTAIN LAKES

By Jeffrey A. Shapiro, Borough Manager

ATTEST: March 15, 1976

Constance R. Geygan  
Borough Clerk

MOUNTAIN LAKES POLICEMEN

By Vincent J. Felice  
Vincent J. Felice, Lieutenant